

OPEN ACCOUNT TERMS AND CONDITIONS

Tax-exempt: If your organization is tax exempt, we must have a valid NY State exemption certificate on file. For government entities that do not use tax exempt forms, you must provide us with a letter on company letterhead advising us of your tax-exempt status.

Late Charges: A late charge, no greater than 1.5% will be taken on all past due balances more than 30 days past due. Late charges are levied at the time of statement printing and are based on individual invoice date. The late charge is a penalty charge and does not relieve you of the obligation to pay the total amount due listed on the front of the bill.

Invoices: An Invoice is provided for all products delivered and services rendered. You are required to **PAY from your Invoice** by the due date on printed on it. A printed invoice is included with any new product at the time of delivery. For service and installation work, you will be given a detailed copy of our work order. An Invoice will be subsequently mailed, emailed, or faxed when it is processed. The due date on a service invoice will be determined by the date the paperwork is generated.

Automated Invoice Delivery: In addition to a hard copy of your invoice If we have an email address on file our system will automatically email you a copy of your invoice. If we do not have an email address on file, we will fax a copy of the invoice to your fax machine at the time of processing. A copy of each invoice that was generated during the month is also included with your monthly statement. If you prefer us to discontinue faxing or emailing invoices, please contact our office in writing (fax or email is acceptable) with your preference. However, the terms of our credit agreement require that you accept one method or another.

Statements: Regular Monthly Statements are not generated for customers whose accounts are paid in full. Monthly statements are generated on the first of each month for any customer with one or more open invoices on the first of each month. Finance charges will also be reflected where applicable. A separate Finance Charge Invoice will NOT be sent, therefore any Finance Charge Amounts Should be Paid from the Statement. Statements are also available any time upon request.

Billing Errors or Questions: Our staff is happy to assist you with answering any questions or concern you may have on a charge on your account. Please contact us by phone, fax or email. Please note that a question, concern or error on any invoice does not relieve you from your obligation to pay other open invoices prior to the due date. Furthermore, a question, error or concern on any line item on an invoice does not relieve you from your obligation to pay the remaining line items prior to the due date. It is the customer's responsibility to contact us within 30 days of any disputed charges including, but not limited to finance charges. Failure to contact our office with

your questions within 30 days will result in your account accruing finance charges late fees, and subsequently being submitted to our collections agency. Although, we are anxious to help you via telephone, we remind you that to preserve your rights under NYS Law, you need to make your inquiry in writing. Failure to bring a dispute to our attention in writing within 30 days will forfeit your right to continue the dispute.

Purchase Orders: If your company or organization requires a purchase order number, please ensure that the authorized purchaser provides the PO or number to us at the time merchandise is picked up or service is rendered. If you would like us to refuse sales not accompanied by a PO or PO number, please advise us of this fact in writing. If an invoice is missing a required purchase order number, it is the customer's responsibility to contact our office in accordance with the dispute policy outlined above.

Municipal Vouchers: We recognize that some government entities or political subdivisions require vouchers for payment of invoices. It is our understanding from the New York State Comptroller that the requirements for sales to a municipality are satisfied by a detailed invoice outlining the products and/or services rendered. If you will still require a signed voucher, we will be happy to accommodate. Please ensure that a **completed voucher** is provided to us at the time of delivery or completion of services. If a **completed voucher** was not provided at to us at the time the invoice was provided, please include it with your payment and we will be happy to return the signed form to you. **Under no circumstances** shall a missing voucher be justification for lack of payment or late payment. Late payment charges will not be adjusted due to voucher requirements if we were not provided **completed voucher** at the time of delivery. It is the customer's responsibility to provide this paperwork to us with each purchase of product or services. Simply put, we are extending the courtesy and trust of open terms, and we expect the courtesy of timely payments and the trust that we will return the provided paperwork upon your request with payment.

Collections Charges: In addition to finance charges outlined above, customer agrees to pay any and all attorney fees, collection agency fees and other costs associated with the collection of unpaid balances that exceed 90 days past due. Accounts that go beyond 90 days past due will be immediately assessed a \$35.00 delinquent account charge. Additionally collections charges of 30% of the balance that exceeds 90 days will be added to the account. In the even that our actual collections charges, attorney fees, and/or court costs exceed this amount, these additional fees shall also be added to the account. Once and account reaches delinquent or collections status, these charges can not be reversed. For this reason, we strongly encourage your to contact us immediately with any questions or concerns to prevent your account from reaching this point.

Applicant hereby: (a) agrees that all purchase are subject to Creative Electronics' then current Terms and Conditions of sale; (b) warrants the information shown above to be true and correct; (c) authorizes you to obtain any additional information considered necessary; (d) acknowledges that extension or continuation of credit is the sole discretion of Creative Electronics and credit may be terminated at any time; (e) agrees to pay all amounts owed to Creative Electronics on or before the date due, together with interest on any amounts not paid when due from the date due until paid at a rate equal to the lesser of 18% per annum or the highest lawful rate; (f) agrees to pay all collections costs and expenses, including reasonable attorney fees incurred if the account is placed for collection; and (g) if a natural person, certifies that this credit is solely for business, commercial or agricultural purposes.

Signature: _____ Date: _____

Print Name: _____ Title: _____